REMARKS/ARGUMENTS

1.) Claim Rejections – 35 U.S.C. § 101

Claims 37-47 stand rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

The Examiner argues that because the Specification states that the content provider can be implemented in software, claims 37-47 are directed to non-statutory subject matter. The Applicant's Specification states: "The user agent could be implemented in **software, hardware or a combination thereof** in the user equipment". (emphasis added) (See ¶ [0021] of Applicant's Published Specification) The Applicant's Specification also states: "The means of the content provider 200 in FIG. 6, i.e., the I/O unit 210, cookie generator 230 and database processor 240 can be implemented **in software, in hardware or as a combination of software and hardware**. (emphasis added) (See ¶ [0094] of Applicant's Published Specification).

As such, Examiner is incorrect in the assumption that Applicant's claimed invention may only be implemented in software. The Specification clearly provides support for statutory subject matter. Withdrawal of the rejection is respectfully requested.

2.) Claim Rejections – 35 U.S.C. § 103 (a)

A.   Claims 25-30, 33-42, and 44-47

Claims 25-30, 33-42 and 44-47, are rejected under 35 U.S.C. 103(a) as being unpatentable over Cranor et al. *(Platform for Privacy Preferences Syntax Specification, hereinafter Cranor)* in view of Suryanarayana *(Pub. No. US 200310112791, filed on December 14, 2001).* Applicant respectfully disagrees.

The Examiner's attention is directed to the fact that neither Cranor nor Suryanarayana teaches a "cookie-policy receipt specifying whether a user associated with said user agent accepts or rejects the privacy policy", as recited by Applicant's claims. The rejection set forth in the Office Action dated January 6, 2009, hinges

directly on the Examiner's reading of Cranor's "agreement ID" on the "cookie policy receipt" of the present invention.

Applicant claims a cookie policy receipt that specifies whether a user associated with a user agent accepts or rejects the privacy policy. The Examiner argues that the cookie-policy receipt of Applicant's claims is taught by Cranor's agreement ID, however, the agreement ID is only a fingerprint of an agreement that required input from both the service and the user. Cranor does teach that a proposal can be refused (See Cranor, Section 3.3.2), using a Sorry message (SRY) (See Cranor, Section 3.3.3). However, Cranor teaches that its refusal includes a reason code and an agreement ID. This teaching by Cranor implies that the refusal scenario in Cranor applies to a situation where there is a previous agreement between the service and the user agent. Cranor teaches that its agreement ID is a small unit of information that indicates both parties have agreed on a common proposal. (See Cranor, Section 1.4, Terminology) As such, Cranor teaches away from its agreement ID "specifying whether a user associated with said user agent accepts or rejects the privacy policy," since the agreement ID of Cranor by definition cannot indicate a rejection of the privacy policy.

The Examiner concedes that Cranor fails to teach a "cookie policy receipt specifying whether a user associated with said user agent accepts or rejects the privacy policy". (See Office Action dated January 6, 2009, Section 7) In order to cure the Examiner's perceived deficiency of Cranor, Suryanarayana is cited.

Suryanarayana discloses a wireless mobile station transmits a request to a Platform for Privacy Preferences (P3P) Web site for an XML version of the site's privacy policy. If the mobile station's user preferences are set to audio, the mobile station transmits a request to the Web site for the natural language version of the privacy policy in audio format. The Web site responds with the audio version of the privacy policy. (Suryanarayana, Abstract)

More specifically, Suryanarayana teaches that "If the user agrees with the privacy policy and responds with a request to retrieve the Web content, a request is sent to the Web site for the desired content (511) (presuming the browsing mode). Such

a request might be in the form of "HTTP Get coolpage.html" where "coolpage" is the desired Web page." (Suryanarayana, ¶ [0058])

Like Cranor, Suryanarayana also fails to teach "a cookie policy receipt specifying whether a user associated with said user agent accepts or rejects the privacy policy". In Suryanarayana, when a user agrees with a privacy policy, a request for the desired content is made to a web site. There is no need for a cookie policy receipt in Suryanarayana because the user will simply make a request for content when there is an agreed upon privacy policy and refrain from making a request for content when there isn't an agreed upon privacy policy. As such, Suryanarayana does not teach "a cookie policy receipt specifying whether a user associated with said user agent accepts or rejects the privacy policy," since there is no teaching in Suryanarayana of specifying a rejection of the privacy policy.

In view of the above, it is quite clear that Cranor and Suryanarayana fail to teach a "cookie policy receipt" as recited by independent claims 25, 33, 37, and 44. Applicant respectfully submits that independent claims 25, 33, 37, and 44 are patentable over Cranor in view of Suryanarayana. As such, claims 26-29, 34-36, 38-43, and 45-47 are patentable at least by virtue of depending from their respective base claims.

B.   Claims 31, 32, and 43

Claims 31-32 and 43, are rejected under 35 U.S.C. 103(a) as being unpatentable over Cranor in view of Suryanarayana, and further in view of Mitchell et al. *(Pat. No. US 6,959,420, filed on November 30, 2001;hereinafter Mitchell.*

As noted *supra*, Cranor and Suryanarayana fail to anticipate claims 25 and 37 because it does not teach a "<u>cookie-policy receipt specifying whether a user associated with said user agent accepts or rejects the privacy policy</u>". Mitchell likewise fails to teach that aspect of Applicant's claimed invention. Therefore, whereas claims 31-32 and 43 are dependent from claims 25 and 37, respectively, and include the limitations of their respective base claims, those claims are not obvious over Cranor in view of Mitchell.

CONCLUSION

In view of the foregoing remarks, the Applicant believes all of the claims currently pending in the Application to be in a condition for allowance. The Applicant, therefore, respectfully requests that the Examiner withdraw all rejections and issue a Notice of Allowance for all pending claims.

The Applicant requests a telephonic interview if the Examiner has any questions or requires any additional information that would further or expedite the prosecution of the Application.

Respectfully submitted,

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